

INVITATION FOR BIDS



Howard County, Maryland
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

SERVICES CONTRACT FOR HEAVY EQUIPMENT PARTS AND SERVICE

BID NUMBER: 2011-25

OPENING: DECEMBER 22, 2010 @ 11:00 AM

BUYER: Michael V. Decker, Buyer

PHONE: (410) 313-6375

EMAIL: mdecker@howardcountymd.gov



Formal IFBs and IFB Results are available on the Website:
www.howardcountymd.gov/purchasing

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**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY
IF ANY OF THE ABOVE DOCUMENTS ARE NOT ENCLOSED.**

DOCUMENT A

KEY INFORMATION SUMMARY

IFB Number:	2011-25
IFB Name:	Services Contract for Heavy Equipment Parts and Service
Issue Date:	December 6, 2010
Buyer:	Michael V. Decker, Buyer mdecker@howardcountymd.gov
Pre-Bid Date:	N/A
Pre-Bid Location and Registration:	N/A
Questions Due and to Whom:	Questions due no later than 2:00 p.m. on December 17, 2010 Submit questions to: Michael Decker at mdecker@howardcountymd.gov Questions must be submitted to the Buyer at the email address listed above.
Bid Due:	December 22, 2010 @ 11:00 a.m.
Mail/Deliver Bids to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370
Agreement Term:	On or about February 1, 2011 after approval and proper execution of the Agreement documents.
Bid Deposit/ Performance Bond:	N/A
EBO Subcontracting Participation:	10%

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the Equal Business Opportunity Coordinator at 410-313-6370.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to frequently visit the Office of Purchasing web site for updates to solicitations.

www.howardcountymd.gov/purchasing

DOCUMENT B

PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
 - 9.1 Contractor's name;
 - 9.2 Address;
 - 9.3 Federal tax identification number;
 - 9.4 Contract number, if applicable (the first two digits are 44XXXXXXXXXX);
 - 9.5 Purchase Order number (the first digit is 2XXXXXXXXXX);
 - 9.6 Contract line number, if applicable;
 - 9.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
 - 9.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.

- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
- 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
- 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.
- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.
- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

- 19 **Liability for Damage:** If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
- 19.1 **Mechanic's Liens:** The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
 - 19.2 **Casualty Losses:** The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatever.
 - 19.3 **Injury to Employees:** The Contractor will indemnify, save harmless and defend the County from all liability for loss, damage or injury to person or property in any manner arising out of, or incident to, the performance of this Purchase Order.
 - 19.4 **Workmen's Compensation:** The Contractor will indemnify, save harmless and defend the County from any and all claims, demands or suits made or brought against the County on account of any of the terms or provisions of the Workmen's Compensation Law of the State in which said work is to be performed, effective on the date of the Purchase Order and subsequent amendments.
- 20 **Bankruptcy:** In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
- 21 **Equal Employment Opportunity:** The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 **Material Safety Data Sheet (MSDS):** If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 **Termination**
- 23.1 **Termination for Convenience:** The County may terminate this Purchase Order, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
 - 23.2 **Termination for Default:** When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. If the

damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

DOCUMENT C

GENERAL CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.3 Bid – All information submitted by the Contractor in response to this solicitation
- 1.4 Bidder – Any entity that submits a response to this IFB
- 1.5 Buyer – The County's Purchasing Representative for the resulting Agreement
- 1.6 Agreement – The Invitation For Bid documents and any addenda, the Contractor's response to this solicitation, and subsequent Purchase Orders
- 1.7 County – Howard County, Maryland
- 1.8 County Purchasing Agent – The Chief Administrative Officer for the County
- 1.9 Contractor – Any bidder; most often the successful bidder
- 1.10 Designee – Specifically appointed alternate signatory or decision maker
- 1.11 Invitation For Bid (IFB) – All documents identified in the Table of Contents, including any addenda
- 1.12 County's Technical Representative – The County's representative that serves as the technical manager for the Agreement
- 1.13 Equal Business Opportunity (EBO) – The County's minority business enterprise program
- 1.14 Issuing Office – The Howard County Office of Purchasing
- 1.15 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.16 Solicitation – The Invitation For Bid
- 1.17 User Agency – County department or office for which goods and/or services are being purchased

2 RESERVATIONS:

- 2.1 The County Purchasing Agent or Designee reserves the right to reject any or all bids or parts of bids when, in the County Purchasing Agent's/Designee's reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in bids as the interest of the County may require.
- 2.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's/Designee's judgment, be in the best interest of the County.

- 2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.
- 2.6 Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.
- 3 COMPETITION:
- 3.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in this solicitation is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications unless otherwise stated in the solicitation.
- 3.2 A Contractor may offer only one price on each item. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor. Alternate bids are prohibited and will be rejected.
- 4 PERIOD OF VALIDITY: Unless otherwise specified, all formal bids submitted shall be irrevocable for 120 days following the bid opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.
- 5 DELIVERY:
- 5.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- 5.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the bid, unless otherwise stated in the solicitation.
- 5.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor.
- 5.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.
- 6 PROTEST: Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The

Issuing Office will respond to the written protest within ten days. The County Purchasing Agent's/Designee's decision relative to the protest shall be final.

- 7 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing by the County Purchasing Agent or Designee.
- 8 **AUTHORITY:** Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.
- 9 **FAIR LABOR STANDARDS ACT:** All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7 and 12, and regulations and orders issued under Section 14 thereof.
- 10 **CASH DISCOUNTS:** If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of bid pricing. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 11 **UNIT PRICES:** Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 12 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 13 **PATENTS:** If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 14 **MARYLAND REGISTRATION:** Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation (DAT) website at: www.dat.state.md.us/ or by calling (410) 767-1340 or Toll Free (888) 246-5941.

- 15 **AVAILABILITY OF FUNDS:** The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 16 **INTEGRATION AND MODIFICATION:** This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 17 **NON-ASSIGNMENT OF AGREEMENT:** Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- 18 **AGREEMENT**
- 18.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to expedite this process, a sample standard Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's standard Agreement (Exhibit I) must be noted in the bid to be considered during evaluation. Exceptions to the County's standard Agreement may result in rejection of the bid.
- 18.2 Do not fill in or sign the sample Agreement attached as Exhibit I. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor
- 19 **PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:**
- 19.1 The County operates under a public information law, which permits access to most records and documents.
- 19.2 Bids will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the bid to facilitate public inspection of the nonconfidential portion of the bid. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.
- 20 **COOPERATIVE PURCHASE:**
- 20.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees

to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.

- 20.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.
- 21 ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

DOCUMENT D

SERVICES CONTRACT FOR HEAVY EQUIPMENT PARTS AND SERVICE

SPECIFICATIONS

- 1 SCOPE: Howard County, Maryland, (the “County”), seeks a Contractor (the “Contractor”), to furnish on-call maintenance of County owned heavy equipment including but not limited to ambulances, fire trucks, police command vehicles, step vans, forklifts, mowers, loaders, backhoes, excavators and busses.
- 2 INQUIRIES AND ADDENDA:
 - 2.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than the date shown in the Key Information Summary, Document A.
 - 2.2 Addenda to solicitations often occur prior to bid opening, sometimes within a few hours of the opening. It is the potential Contractor’s responsibility to frequently visit the Office of Purchasing website at www.howardcountymd.gov/purchasing to obtain Addenda.
 - 2.3 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the County Purchasing Agent or Designee.
- 3 CONTRACTOR’S QUALIFICATIONS:
 - 3.1 Contractors must be engaged in heavy equipment maintenance and repair and must have been actively engaged in heavy equipment maintenance and repair for a period of no less than three years.
 - 3.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of the Agreement.
 - 3.3 All work on County vehicles shall be conducted by ASE Certified Mechanics. In addition, those performing work on County Emergency vehicles shall possess an Emergency Vehicle Technician (EVT) certification.
- 4 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about February 1, 2011 after approval and proper execution of the Agreement documents, with a renewal option for four additional years in one-year increments, exercisable at the sole discretion of the County Purchasing Agent or Designee.
- 5 PRICE ADJUSTMENT:
 - 5.1 Prices offered shall be firm against any increase for one year from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor’s responsibility to notify the Issuing Office in advance of any anticipated price changes.

- 5.2 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.
- 5.3 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* The County reserves the right to accept or reject the request for a price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 5.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.
- 6 EXCLUSIVITY:
- 6.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor and the Contractor shall be obligated to furnish the goods and/or services as stated.
- 6.2 Should a need arise for supplies or services which are not available in the timeframe required by the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.
- 7 ESTIMATED QUANTITIES: The estimated quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated.
- 8 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:
- 8.1 Comprehensive General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming Howard County, Maryland as an Additional Insured.
- 8.2 Comprehensive Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
- 8.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 8.4 The Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall

indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.

- 8.5 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. Howard County, Maryland must be shown as an Additional Insured on the certificate.
- 8.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 8.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.

9 METHOD OF ORDERING:

- 9.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.
- 9.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

10. METHOD OF AWARD:

- 10..1 The County intends to make awards to one or more primary Contractors, effectively to the lowest responsive and responsible Contractors. The estimated annual quantities on the Price Sheet represent the total volume of work for all Contractors combined.
- 10..2 The County reserves the right to make multiple awards for some line items if it is the best interest of the County to do so. The assignment of work shall be at the sole discretion of the County. The Contractor(s) shall waive any claim of either Contractor against the County for extra compensation or damages arising out of assignment of work by the County.
- 10..3 If only one bid is received, the County reserves the right to award a single Contractor if it is in the best interest of the County.

11 BILLING AND PAYMENT:

- 11.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Office of Central Services, Central Fleet Division, 9250 Bendix Road, Columbia, MD 21045. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt.

- 11.2 Each invoice shall include the following information:
- 11.2.1 Contractor's name;
 - 11.2.2 Address;
 - 11.2.3 Federal tax identification number;
 - 11.2.4 Contract number, if applicable (the first two digits are 44XXXXXXXXXX);
 - 11.2.5 Purchase Order number (the first digit is 2XXXXXXXXXX);
 - 11.2.6 Contract line number;
 - 11.2.7 Unit price and extended (the unit price must match a line on the contract); and
 - 11.2.8 Description of goods provided and/or services performed.

11.3 The proper form of County invoices requires that the information enumerated above be included on all invoices. In order to facilitate prompt payment, invoices must contain the prescribed information in order to be successfully entered into the County's financial system. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

11.4 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

11.5 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.

11.6 Delivery tickets signed by authorized County personnel shall accompany invoice.

11.7 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.

11.8 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.

11.9 Please provide a sample invoice with response. See Exhibit III for sample invoice.

12 WARRANTY:

12.1 The Contractor warrants the goods and services furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the County.

- 12.1 The material supplied by the Contractor shall carry the manufacturer's standard new material warranty.
- 13 **PACKAGING:** When practical, all Contractors must package and ship all products purchased by the County in packaging and containers made of recyclable or biodegradable materials. Contractors are encouraged to eliminate packaging or use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

DOCUMENT E

SUBMISSION REQUIREMENTS

1 INSTRUCTIONS:

- 1.1 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time.
- 1.2 All bids must be signed by an authorized officer or agent of the Contractor submitting the bid and delivered in sealed envelopes or cartons to the Issuing Office no later than the time and date indicated. Bids received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.
- 1.4 Each bid shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.5 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the County Purchasing Agent or Designee in writing not later than five days prior to the scheduled opening of bids. Exceptions taken do not obligate the County to change the specifications. The County Purchasing Agent or Designee will notify all Contractors of any changes, additions or deletions to the specifications by addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/purchasing).

2 BID DOCUMENTS: The required bid documents shall be submitted, in duplicate (original and one copy), to the Issuing Office no later than the opening date and time specified in Document A. Failure to return required documents may be cause for rejection of the bid. This solicitation requires the return of the following documents:

- 2.1 Bid Document "F", (Price Pages),
- 2.2 Bid Document "G" (Environmentally Preferable Products),
- 2.3 Bid Document "H" (Affidavit),
- 2.4 Bid Document "I" (Equal Business Opportunity Participation)

3 RECYCLED PAPER: Contractors are encouraged to submit responses to this solicitation on recycled and recyclable paper, printed on both sides, where practicable.

- 4 **SAMPLE INVOICE:** Contractors are required to provide a sample invoice with the bid response. The sample invoice shall contain the details enumerated in Document D, Paragraph 11.2.
- 5 **EXCEPTIONS:** If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications.

DOCUMENT F
PRICE PAGE NO. 1

TITLE SERVICES CONTRACT FOR HEAVY EQUIPMENT PARTS AND SERVICE

TO: HOWARD COUNTY OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

Is the company a certified Minority-, Women-, or Disabled-Owned Business Enterprise? ☐ YES ☐ NO

If yes, indicate the type of minority ownership:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo
☐ Female ☐ Hispanic ☐ Native American

If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): _____

Does the company have a written non-discrimination policy which includes race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity and expression, personal appearance, familial status or source of income? ☐ YES ☐ NO

The County Purchasing Agent or Designee reserves the right to request such documentation, if desired, at a later date.

Payment Terms: _____ All deliveries shall be F.O.B. Destination, Inside Delivery.
(The payment terms shall be considered net 30 days unless otherwise indicated. The payment terms will be considered in determining the award.)

The company will accept Visa procurement cards: ☐ Yes ☐ No

(Contractors are prohibited from charging any additional fees over and above their bid prices to process payments on procurements cards. This will be considered in determining the award.)

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

☐ We wish to submit a "NO BID" at this time, but request that our company remain on the Contractors list for future solicitations.

COMPANY NAME: _____

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

DOCUMENT F
PRICE PAGE NO. 2

COMPANY NAME: _____

TITLE: **SERVICES CONTRACT FOR HEAVY EQUIPMENT PARTS AND SERVICE**

NIGP CODE/PRODUCT CODE: 92800

Item No.	Description	Est. Qty.	U/M	Unit Price (2 Decimal Places Only*)	Extended Price
1.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Engine, Fuel System, Shop Labor Rate	1000	Hour	\$_____	\$_____
				Discount	Extended Price
1a.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Engine, Fuel System, Parts and Materials (Est Qty x 1.00-(.Discount) = Ext. Price)	\$40,000	EA	_____ %	\$_____
				Unit Price (2 Decimal Places Only*)	Extended Price
2.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Transmission (Rear End, Main, Transfer Case, Chain and Final Drives) Shop Labor Rate	1,000	Hour	\$_____	\$_____
				Discount	Extended Price
2a.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Transmission, Parts and Materials (Est Qty x 1.00-(.Discount) = Ext. Price)	\$40,000	EA	_____ %	\$_____
				Unit Price (2 Decimal Places Only*)	Extended Price
3.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Brakes, Suspension and Wheel, Shop Labor Rate	1000	Hour	\$_____	\$_____
				Discount	Extended Price
3a.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Brakes, Suspension and Wheel, Parts and Materials (Est Qty x 1.00-(.Discount) = Ext. Price)	\$40,000	EA	_____ %	\$_____

DOCUMENT F
PRICE PAGE NO. 3

Item No.	Description	Est. Qty.	U/M	Unit Price (2 Decimal Places Only*)	Extended Price
4.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Exhaust System, Shop Labor Rate	800	Hour	\$_____	\$_____
				Discount	Extended Price
4a.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Exhaust System, Parts and Materials (Est Qty x 1.00-(.Discount) = Ext. Price)	\$32,000	EA	_____%	\$_____
				Unit Price (2 Decimal Places Only*)	Extended Price
5.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Body and Frame Work (Including Undercoating), Shop Labor Rate	550	Hour	\$_____	\$_____
				Discount	Extended Price
5a.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Body and Frame Work, Parts and Materials (Est Qty x 1.00-(.Discount) = Ext. Price)	\$27,500	EA	_____%	\$_____
				Unit Price (2 Decimal Places Only*)	Extended Price
6.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Painting and Prep Work, Touch-Up, sectional and Whole Vehicle, Shop Labor Rate	250	Hour	\$_____	\$_____
				Discount	Extended Price
6a.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Painting and Prep Work, Touch-Up, sectional and Whole Vehicle, Parts and Materials (Est Qty x 1.00-(.Discount) = Ext. Price)	\$12,500	EA	_____%	\$_____

DOCUMENT F
PRICE PAGE NO. 4

Item No.	Description	Est. Qty.	U/M	Unit Price (2 Decimal Places Only*)	Extended Price
7.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Windshield/Vehicle Glass, Shop Labor Rate	100	Hour	\$_____	\$_____
				Discount	Extended Price
7a.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Windshield/Vehicle Glass, Parts and Materials (Est Qty x 1.00-(.Discount) = Ext. Price)	\$10,000	EA	_____ %	\$_____
				Unit Price (2 Decimal Places Only*)	Extended Price
8.	Heavy Equipment Maintenance, Reconditioning, Repair and Replacement Services, Hydraulic and Pneumatic Systems, Shop Labor Rate	580	Hour	\$_____	\$_____
				Discount	Extended Price
8a.	Heavy Equipment Maintenance, Reconditioning, Repair and replacement Services, Hydraulic and Pneumatic Systems, Parts and Materials (Est Qty x 1.00-(.Discount) = Ext. Price)	\$15,000	EA	_____ %	\$_____
				Unit Price (2 Decimal Places Only*)	Extended Price
9.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Electrical Systems, Shop Labor Rate	750	Hour	\$_____	\$_____
				Discount	Extended Price
9a.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Electrical Systems, Parts and Materials (Est Qty x 1.00-(.Discount) = Ext. Price)	\$30,000	EA	_____ %	\$_____

DOCUMENT F
PRICE PAGE NO. 5

Item No.	Description	Est. Qty.	U/M	Unit Price (2 Decimal Places Only*)	Extended Price
10.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Welding, Shop Labor Rate	600	Hour	\$_____	\$_____
				Discount	Extended Price
10a.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Welding, Parts and Materials (Est Qty x 1.00-(.Discount) = Ext. Price)	\$5,000	EA	_____ %	\$_____
				Unit Price (2 Decimal Places Only*)	Extended Price
11.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Snow Plow & Other Auxiliary Installation on Heavy Equip/Vehicles, Shop Labor Rate	750	Hour	\$_____	\$_____
				Discount	Extended Price
11a.	Heavy Equipment Maintenance, Reconditioning and Repair Services, Snow Plow & Other Auxiliary Installation on Heavy Equip/Vehicles, Parts and Materials (Est Qty x 1.00-(.Discount)= Ext. Price)	\$37,500	EA	_____ %	\$_____
				Unit Price (2 Decimal Places Only*)	Extended Price
12.	Heavy Equipment Maintenance, Reconditioning, Repair and Performance Testing Services, Fire Truck, Pumps, Foam Generators, Generators and Aerial Ladders	200	Hour	\$_____	\$_____
				Discount	Extended Price
12a.	Heavy Equipment Maintenance, Reconditioning, Repair and Performance Testing Services, Fire Truck, Pumps, Foam Generators, Generators and Aerial Ladders, Parts and Materials (Est Qty x 1.00-(.Discount)= Ext. Price)	\$8,000	EA	_____ %	\$_____

DOCUMENT F
PRICE PAGE NO. 6

Total Bid Price Items 1. & 1a.	\$ _____
Total Bid Price Items 2. & 2a.	\$ _____
Total Bid Price Items 3. & 3a.	\$ _____
Total Bid Price Items 4. & 4a.	\$ _____
Total Bid Price Items 5. & 5a.	\$ _____
Total Bid Price Items 6. & 6a.	\$ _____
Total Bid Price Items 7. & 7a.	\$ _____
Total Bid Price Items 8. & 8a.	\$ _____
Total Bid Price Items 9. & 9a.	\$ _____
Total Bid Price Items 10. & 10a.	\$ _____
Total Bid Price Items 11. & 11a.	\$ _____
Total Bid Price Items 12. & 12a.	\$ _____

* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing to be successfully entered into the County's financial system. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

COMPANY NAME: _____

DOCUMENT F

CONTRACTOR'S QUALIFICATION INFORMATION

COMPANY NAME: _____

1. References: Give name, address, and telephone number of owner or manager of three accounts for which Contractor has provided heavy equipment maintenance repair and restoration services during the past three years.

1.1.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
1.2.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____
1.3.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
	_____	_____

2. The Contractor has provided the above services for ____ years. (Note: three year minimum)

DOCUMENT G

PURCHASE OF RECYCLED AND ENVIRONMENTALLY PREFERABLE PRODUCTS, SERVICES AND EQUIPMENT

(Must be completed, signed, and submitted with the bid.)

This documentation will assist the County in the maximizing the procurement of goods made from recycled, recyclable and environmentally preferred materials when such goods can be reasonably obtained or substituted for products made from virgin materials. Environmentally Preferred Products and Services are defined as products and services that have a lesser or reduced effect on human health and the environment when compared to competing products and services that serve the same purpose. This applies to raw material acquisition, as well as product manufacturing, distribution, use, maintenance and disposal.

Environmentally Preferred Products (EPPs) include, but are not limited to, recycled materials (asphalt, tires, paper), low or no VOC paint, non-toxic dyes, designated green certified cleaning products, low emission vehicles, etc. The County will give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products (EPPs). The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law. For clarification of any terms used below, please contact the Office of Purchasing, (410) 313-6370.

The goods being bid:

☐ are made from recycled materials. Specify total recycled content and what was reused or recycled: _____

☐ represent _____% post-consumer waste.

☐ represent _____% pre-consumer waste.

☐ do not contain any recycled materials.

☐ have a 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc. Please provide dates of completion and certificate numbers as appropriate: _____

☐ are in the process of achieving 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc.

☐ have no 3rd party certification.

If the goods specified in this solicitation are new, could the County purchase remanufactured or reusable goods that would perform the same function equally to new goods? ☐ Yes ☐ No

If "yes", please provide specifics as to the remanufactured or reusable substitute goods, including prices for the remanufactured or reusable substitutes _____

If "no", please explain why not: _____

In the packaging of the goods for delivery to the County:

☐ recycled and recyclable packaging materials will be used.

☐ recyclable packaging materials will be used.

☐ no recycled or recyclable packaging materials will be used.

Does the company have an environmental (and/or social) responsibility statement? ☐ Yes ☐ No

The County Purchasing Agent or Designee reserves the right to request such documentation, if desired, at a later date.

DOCUMENT H

AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Bid Number _____

I, _____, the undersigned, _____ of the above named Contractor
(Print Signer's Name) Print Office Held)

does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the
(Month) (Year)

above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

PRINTED NAME

TITLE

DOCUMENT I

EQUAL BUSINESS OPPORTUNITY PARTICIPATION

NOTICE TO PRIME CONTRACTORS 10% SUBCONTRACTING GOAL ON AGREEMENTS VALUED AT \$50,000 OR MORE

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a total Agreement award is \$50,000 or more, the Prime Contractor shall make a genuine good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 10% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves minority-owned firms. The percentage requirement may vary if the Agreement is funded by a federal or state agency. Prime Contractors shall submit the following completed *Equal Business Opportunity Schedule of Participation with the bid*. While the County requests that Contractors identify their subcontractors at the time bids are submitted; the County acknowledges that sometimes Contractors may need to change their subcontractor(s). Changes in subcontractors may be made by providing written notification to the Office of Purchasing EBO Coordinator, of the change prior to award. After Agreement award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the Agreement. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 10% subcontracting goal. The website addresses for lists of minority businesses are:

http://www.howardcountymd.gov/Purchasing/Purchasing_EBO.htm
http://www.mdot.state.md.us/MBE_Program/index.html
<http://cityservices.baltimorecity.gov/mwboo>

PRIME CONTRACTOR INVOICING REQUIREMENTS

Prime Contractors shall use the following County standard *Invoice* that will record EBO participation. If there is no EBO participation in a particular billing cycle due to the nature of the goods or services provided, that must be noted on the invoices as well. Even though Prime Contractors may have their own invoice forms, the County's form must be used, either in place of or in addition to the Contractor's invoice form, so that County can track compliance of EBO participation in a standard and consistent manner. The form is available for download on the Office of Purchasing web site at www.howardcountymd.gov/purchasing.

Prime Contractors failing to achieve the EBO program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* (available from the Office of Purchasing) and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver

will only be considered in rare Agreements after a determination that the Prime Contractor has made a good faith effort and thoroughly documented the efforts.

If the County exercises its option to renew the Agreement for another one-year term, it is expected that the EBO subcontracting goal will be met for each subsequent Agreement year when the Agreement amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator, 410-313-6370.

SUBCONTRACTOR REPORTING REQUIREMENTS

Successful Prime Contractors shall provide their subcontractors with the following *Subcontractor Monthly Payment Report*. This report must be submitted by the 10th of each month by the subcontractor even if there has been no payment/work performed for the preceding billing cycle to the Office of Purchasing unless otherwise specified. The form is available for download on the Office of Purchasing web site at www.howardcountymd.gov/purchasing.



**HOWARD COUNTY, MARYLAND
EQUAL BUSINESS OPPORTUNITY (EBO)
SCHEDULE OF PARTICIPATION**

COUNTY USE ONLY	
CONTRACT NAME: <u>SERVICES CONTRACT FOR HEAVY EQUIPMENT PARTS AND SERVICE</u>	
Solicitation /Project#: <u>IFB 2011-25</u>	PO#: _____ Contract Renewal #: _____
Contract Amount: _____	Contract Term: _____ EBO APPROVAL: _____
PRIME CONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ Contract Amount: \$ _____
COUNTY USE ONLY Amount: _____ Date: _____	
EBO SUBCONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ % Participation: _____
Services to be performed: _____	
COUNTY USE ONLY Amount: _____ Date: _____	
EBO SUBCONTRACTOR	
CONTRACTOR NAME: _____	
Address: _____	
Contact Representative: _____	Phone: _____
Email: _____	EBO Status (Y/N): _____ EBO TYPE*: _____
Certifying Agency: _____	Certification #: _____ % Participation: _____
Services to be performed: _____	
COUNTY USE ONLY Amount: _____ Date: _____	

Signature (Vendor Official)

Date

Title

*EBO TYPES: AA=*African American* ASA=*Asian American* DIS=*Disabled*
 ESK=*Eskimo* FEM=*Female* HIS=*Hispanic*
 NA=*Native American*

MVD:jcs.

PRIME CONTRACTOR INVOICING REQUIREMENTS PART ONE



Howard County, Maryland
Office of Purchasing

INVOICE

EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

The County's EBO Program requires either an on-site review or documentation to be provided to ensure EBO Subcontracting Participation. To assist in the documentation of your firm's participation and compliance with Howard County's EBO goals, **this form is designed to replace your standard invoice or to accompany your invoice for payment** from Howard County, Maryland. **Both pages of this form need to be completed for payment processing as well as a COPY of this form sent to THE OFFICE OF PURCHASING, 6751 COLUMBIA GATEWAY DR., STE 501, COLUMBIA, MD 21046, ATTN: JACKIE DONALDSON-GREY or jgrey@howardcountymd.gov.**

Bill To:	Purchase Order or Suborder No.: <i>(Issued from Howard County)</i>	Original Contract Amount: <i>(Issued from Howard County)</i>
User Agency: _____	_____	\$0.00
Street Address: _____		
City, ST, Zip: _____	Contract Title: <i>(Issued from Howard County)</i>	Total Contractor Amount Billed to Date: <i>(includes this month's bill)</i>
Phone Number: _____	_____	\$0.00
From:	For the Period of: _____	Total Amount Paid to Contrator:
Company Name: _____	<input type="checkbox"/> Partial Payment <i>(against referenced PO/SO# above)</i>	\$0.00
Street Address: _____	\$0.00	Balance Due to Contractor: <i>(this month's bill)</i>
City, ST, Zip: _____		\$0.00
Phone Number: _____	<input type="checkbox"/> Final Payment <i>(against referenced PO/SO# above)</i>	Percent of Work Completed to Date:
	\$0.00	0%

Quantity	Description of Goods Delivered/Services Performed for Howard County	Unit Price	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
	Tax	\$0.00	\$0.00
Tax - Sales Tax Exemption No. 30001219		Total	0.00

PRIME CONTRACTOR INVOICING REQUIREMENTS PART TWO



Howard County, Maryland

Office of Purchasing

INVOICE

EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

EBO Subcontractor

Company Name: _____
 Street Address: _____
 City, ST, Zip: _____
 Phone Number: _____

*** REMINDER:** EBO SUBCONTRACTORS ALSO REPORT THEIR PARTICIPATION TO THE OFFICE OF PURCHASING MONTHLY ON THE COUNTY'S STANDARD FORM THAT REQUIRES ITEMIZED INVOICES. CONTACT THE EQUAL BUSINESS OPPORTUNITY COORDINATOR IN THE OFFICE OF PURCHASING, WITH EBO PARTICIPATION QUESTIONS AT (410) 313-3694.

EBO Participation Goal: 0% or _____ \$0.00
(from the EBO Participation Form)

Total EBO Amount Billed to Date: _____ \$0.00
(includes this month's bill)

Total Amount Paid to EBO Subcontractor: _____ \$0.00

Balance Due to EBO Subcontractor: _____ \$0.00
(this month's bill)

Total Percent EBO Participation Goal to Date: _____ 0%

Invoice# from EBO Subcontractor	Date of Invoice	Description of Invoice	Total Invoice Amount	Amount Paid to EBO SubContractor
Total			\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this invoice has been completed in accordance with the contract and that the current payment shown herein is now due.

 Prime Contractor Authorized Signature

 Date



Howard County, Maryland
Office of Purchasing

SUBCONTRACTOR'S MONTHLY PAYMENT REPORT
EQUAL BUSINESS OPPORTUNITY (EBO) SUBCONTRACTOR PARTICIPATION

Howard County Office Of Purchasing
Attn: EBO Coordinator
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
Fax: (410) 313-6388

QUESTIONS SHOULD BE DIRECTED TO:
Jackie Donaldson-Grey
Equal Business Opportunity Coordinator
Phone: (410) 313-3694
Email: jgrey@howardcountymd.gov

Your firm has been identified as an EBO Subcontractor for **FILL IN PRIME CONTRACTOR** for **CONTRACT TITLE**. To ensure EBO Subcontracting Participation and compliance, you must complete this form and forward via, mail, fax or email to the Office of Purchasing, Attn: Jackie Donaldson-Grey.

Due by the 10th of Each Month for the Preceding Month

From:

Company Name: _____
Street Address: _____
City, ST, Zip: _____
EBO/MBE Certification #: _____
Services to be Performed: _____

Contact Person: _____
Email Address: _____
Phone Number: _____
Fax Number: _____

For the Period of: _____ **2009**

Original Contract Amount: _____
(issued from Howard County) **\$0.00**

EBO Participation Goal: 0% = **\$0.00**
(from the EBO Participation Form)

Invoice# to Prime Contractor	Date of Invoice	Total Invoice Amount	Date Payment was Received	Amount Received from Prime Contractor
Total				\$0.00

Prime Contractor

Company Name: _____
Street Address: _____
City, ST, Zip: _____

Contact Name: _____
Email Address: _____
Phone Number: _____

Authorized Signature

Date

DOCUMENT J
HOWARD COUNTY, MARYLAND
WAGE RATE REQUIREMENTS FOR SERVICE CONTRACTS
EXEMPTION STATUS
Subtitle 1, Section 4.122A(b)(2)

1. A Contractor that is defined as “Covered Employer” under Howard County Code Sec. 4.122A, copy attached as Exhibit II, shall pay each employee an hourly rate sufficient to at least equal 125% of the federal poverty guidelines for a family of four individuals calculated on the basis of a 40-hour work week for 52 weeks. For informational purposes only, the wage rate as of January 1, 2010 is \$13.25. Contractors are responsible for ascertaining the current rate. This wage rate must be paid to employees (full-time or part-time) during the time the employees actually provide services to the County.
2. Contractors must complete the Wage Rate Requirements for Service Contracts form Parts 1 and 2, Document “G”, and submit them with their bids. The forms will serve as written certification to the County of the firm’s intent to comply with the County’s wage requirements during the initial and any subsequent renewals.
3. If a Covered Employer commits in its bid to provide health insurance to an employee who provides services to the County, the Covered Employer may: (1) certify in its bid or bid the per-employee hourly cost of the employer’s share of the premium for that insurance, and (2) reduce the wage paid under the law to an employee covered by the insurance by all or part of the per-employee hourly cost of the employer’s share of the premium.
4. All prices shall take the current wage rate into account and there shall be no unit price adjustments made except in the event of future wage rate increases. Future wage rate increases are hereby defined as any new rates approved by the County that take affect after and supersede the rate shown in this solicitation.
5. A Covered Employer shall not subdivide a contract; pay an employee through a third party; or treat an employee as a subcontractor or independent Contractor to avoid the imposition of any requirement under this law.
6. Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent or Designee may suspend or debar the violator under Sec. 4.117.

DOCUMENT J
HOWARD COUNTY, MARYLAND
WAGE RATE REQUIREMENTS FOR SERVICE AGREEMENTS
EXEMPTION STATUS

Subtitle 1, Section 4.122A(b)(2)
(Must be completed, signed, and submitted with bid)

PART 1

Solicitation No.: IFB-2011-25

Solicitation Title: Service Contract for Heavy Equipment Parts and Service

Please check all that apply. If none of the following statements apply to the company please sign below and continue to Part 2.

Prime Contractor	SubContractor	
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor employs fewer than five (5) employees at any time during the Agreement term.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor received less than \$100,000 from the County in the most recent 12-month period prior to the Agreement start date; and will be entitled to receive less than \$100,000 from the County within the next 12-month period.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is a public entity.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor participates in an Agreement awarded under Code Secs.4.110 (Sole Source), 4.111 (Emergency), or 4.112 (Expedited).
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is a regulated public utility.
<input type="checkbox"/>	<input type="checkbox"/>	The Contractor is expressly precluded from complying with Section 4.122A by the terms of any federal, state or County law, federal or state contract or grant and the contract falls within the extent of that preclusion.
<input type="checkbox"/>	<input type="checkbox"/>	The Agreement has been awarded under a cooperative procurement with another government or organization of governments.

NOTE: The wage requirements do not apply to an employee: (1) who performs no measurable work related to any Agreement with the County; (2) who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under the law; (3) who participates for not longer than 120 days in a calendar year in a government-operated or government-sponsored summer youth employment program; (4) for whom a different wage rate is expressly set in a collective bargaining agreement; or (5) for whom a higher wage is required by a federal, state, or County law.

Please check here if none of the above is applicable: ☐

Contractor Name: _____

Date: _____

Authorized Signature: _____

(Typed Name of Signatory)

DOCUMENT J
HOWARD COUNTY, MARYLAND
WAGE RATE REQUIREMENTS FOR SERVICE AGREEMENTS
CERTIFICATION

Subtitle 1, Section 4.122A(b)(2)
(Must be completed, signed, and submitted with bid)

PART 2

Solicitation No.: IFB-2011-25

Solicitation Title: Service Contract for Heavy Equipment Parts and Service

I do hereby certify that I have read and understand the provisions of Section 4.122A of the Howard County Code, am an authorized representative of the Contractor named below and:

- ☐ As a “covered employer” the Contractor and all subcontractors will comply with the County’s Wage Rate Requirements for Service Agreements (Howard County Code Section 4.122A) and pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the applicable wage requirements at the time the work is performed. The Contractor will keep the records necessary to show compliance and will submit such records to the Purchasing Agent on request of the Purchasing Agent; and will publicize the requirements of this law to any employees who may be covered by the law.
- ☐ Contractor’s bid includes sufficient funds to meet these requirements.
- ☐ The per-employee hourly cost of the premium for health insurance to an employee who provides services to the County that appears in the bid is correct.

Contractor Name: _____		Vendor Identification No. _____	
Address: _____			
Telephone No: _____		Fax No.: _____	E-mail: _____
Authorized Representative: _____			
Signature		Typed Name of Signatory	Title
		Date	

Howard County, Maryland
Office of Purchasing
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046
(410) 313-6370

EXHIBIT I
HOWARD COUNTY, MARYLAND
AGREEMENT

THIS AGREEMENT made this ____ day of _____, ____, (the "Agreement") is by and between Howard County, Maryland, a body corporate and politic, (the "County") and [NAME AND ADDRESS OF CONTRACTOR], [Federal Employer Identification Number _____, Telephone Number _____] (the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said County, hereby covenants and agrees to [perform all services] [provide all goods], in strict and entire conformity with the Attachment A entitled, ["Services to be Performed"] ["Goods To Be Provided"], [and] any [Services Agreement, Commodities Agreement, or Purchase Order] subsequently issued and the [Invitation for Bid/Request for Proposal] No. _____ TITLE OF IFB/RFP and the response and any amendments or revisions thereto (collectively, the "Bid") attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor, an amount as set forth herein, for [services rendered][goods provided] in accordance with this Agreement, the other attachments hereto [and if applicable, the Bid] and the Purchase Order all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. Contractor's Duties.

The Contractor shall be an independent Contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall [perform the services] [provide the goods] outlined in Attachment A hereto. The Contractor's [services] [goods] will be provided with due care and in accordance with all applicable standards. The Contractor shall [perform the services][provide the goods] under the supervision of the _____ of the County, or his Designee, who shall have authority to administer the Agreement.

2. Compensation.

2.1 In consideration of the [services][goods] to be provided by the Contractor, the County shall pay the Contractor

Select one of the following options: (These may be modified to fit a particular Agreement; they are just starting points for sample Agreement language.)

- in accordance with the unit prices set forth in the [Bid] [Proposal].
- in accordance with the [fee schedule] [unit prices] attached hereto as Attachment A. (*or some other attachment – B, C, D, etc.*)
- the sum of _____ Dollars (\$_____) (*This one is usually used for firm fixed price Agreements with a lump sum, one time payment.*)
- an hourly rate of \$_____ per hour for an approximate total of ____ hours and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor's responsibilities and obligation under this Agreement. The eligible expenses are set forth in Attachment A.
- an amount equal to 90% of the amount invoiced pursuant to Paragraph 2.2 below. Ten percent (10%) of each disbursement shall be retained by the County and disbursed in a lump sum upon [completion of the services described herein][delivery of the goods described herein] in a manner satisfactory to the County, in its sole discretion. (*This one is usually used for software purchases for retainage.*)

2.2 The Contractor shall submit invoices to the County [SELECT ONE OF THE FOLLOWING OPTIONS: [monthly] [quarterly] [insert another time period for submission of invoices]. The Contractor's invoices shall reflect the:

- 2.2.1 Contractor's name
- 2.2.2 Address
- 2.2.3 Federal tax identification number
- 2.2.4 Contract number (the first two digits are 44XXXXXXXX)
- 2.2.5 Purchase Order number the first two digits are 2XXXXXXXXX)
- 2.2.6 Contract line number
- 2.2.7 Unit price and extended (the unit price must match a line on the Contract)
- 2.2.8 Description of goods provided and/or services performed.

2.3 The proper form of County invoices requires that the information enumerated above be included on all invoices. In order to facilitate prompt payment, invoice must contain the prescribed information.

2.4 All invoices shall be submitted in triplicate to DEPARTMENT NAME AND ADDRESS. Invoices in the proper form and approved by the County shall be paid by the Company within 30 days of receipt thereof.

2.5 Invoices failing to contain the information enumerated above may be returned for correction. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

3. Term.

3.1 This Agreement shall be effective

Select one of the following options:

- _____, 20____ [Insert Date – spelled out]
- as of the date above written
- when it has been properly signed by all parties hereto
- when executed by Howard County

and shall continue through [Insert Date – spelled out] [, at which time the County may exercise its option to renew set forth in Paragraph 3.2 below], unless sooner terminated pursuant to Paragraphs 5 and 7 hereof.

3.2 The County reserves the right to renew this Agreement for [insert renewal period] on the same terms and conditions set forth herein. [INSERT ANY CHANGES TO THE TERMS, i.e. COMPENSATION, UPON RENEWAL OF AGREEMENT, OTHERWISE, IT MUST BE RENEWED ON THE SAME TERMS AND CONDITIONS] Unless set forth in a written amendment, the compensation [, reimbursement] and manner of payment set forth in Paragraph 2 shall remain as is. In the event any renewal changes the terms and conditions set forth herein, the approval of the Howard County Council may be required.

4. Contractor's Representations and Warranties. The Contractor hereby represents the following:

4.1 [USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL] The Contractor is a [corporation][limited partnership][general partnership][limited liability company], duly formed and validly existing under the laws of the State of [INSERT STATE OF INCORPORATION] and is qualified to do business and is in good standing in the State of Maryland.

4.2 [USE FOR CORPORATIONS, LIMITED OR GENERAL PARTNERSHIPS OR LIMITED LIABILITY COMPANIES; DELETE IF CONTRACTOR IS AN INDIVIDUAL] The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.]

4.3 The person executing this Agreement for the Contractor warrants that [he / she] is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4 SELECT ONE OF THE FOLLOWING OPTIONS: A. [The services to be provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations and licensing requirements.] OR B. [The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.]

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the County upon its request for the same.

4.6 All representations and warranties made in the Affidavit [and the Bid response] remain true and correct in all respects.

5. Termination:

5.1 Termination for Convenience: The County may terminate this Agreement, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

5.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations of this Agreement shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

6. Remedies for Default.

6.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor

a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

b. To suspend the Contractor's authority to receive any undisbursed funds; and/or

c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2 Upon termination of this Agreement for default, the County may elect to pay the Contractor for [services provided] [goods delivered] up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

7. Remedies Cumulative and Concurrent.

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

8. Insurance.

The Contractor shall be required to provide insurance required by the County pursuant to the insurance requirements specified in the [Invitation for Bid][Request for Proposal]. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company.

9. Confidential Information.

The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients without the express written consent of the County.

10. Ethics.

10.1 The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment B, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

10.2. The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.

11. Assignment.

Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

12. Delegation of Duties.

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

13. Indemnification.

13.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or property, suits, or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement.

13.2 Any property or work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

14. Integration and Modification.

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

15. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.

16. Conflicting Terms.

[16.1] The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

[16.2] In the event of a conflict between the Bid and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

17. Severability.

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

18. Time is of the Essence.

Time is of the essence with respect to performance of the terms and conditions of this Agreement.

19. Funding.

The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.

[DELETE IF NOT APPLICABLE: 20. Ownership of Goods.

All finished or unfinished work, reports, or goods that are the subject of this Agreement [DELETE IF NOT APPLICABLE:] including any licenses or consents acquired by the Contractor for performance hereunder,] shall be and shall remain the property of the County.]

21. Notice.

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

[Make it a sentence or column, depending on space available]

FOR THE COUNTY:

_____, Buyer
Howard County, Maryland

Office of Purchasing
6751 Columbia Gateway Drive
Columbia, MD 21046

Telephone: (410) 313-_____

Fax: (410) 313-6388

Email: _____@howardcountymd.gov

FOR THE CONTRACTOR:

[Contact Name, Company,
Address, Telephone, Fax]

[DELETE IF NOT APPLICABLE: 22. HIPAA. Compliance With Federal HIPAA And State Confidentiality Law.

A. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320 *et seq.* and implementing regulations including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General §§4-301 *et seq.*, MCMRA). This obligation includes:

1. As necessary, adhering to the privacy and security requirements for protected health information and medical records under federal HIPAA and State MCMRA and making the transmission of all electronic information compatible with the federal HIPAA requirements; and
2. Providing good management practices regarding all health information and medical records.

B. The County has determined that functions to be performed constitute business associate functions as defined in HIPAA, therefore, contractor must execute a business associate agreement as required by HIPAA regulations at 45 CFR §164.501 included as Attachment C. If the County determines that the contractor has not provided the HIPAA agreement required by this solicitation, the Purchasing Agent, upon review of the Howard County Office of Law, may withdraw the recommendation for award and make the award to the next qualified offeror.

C. Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501, as amended from time to time, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

23. No Waiver, Etc.

No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

[SPECIAL CLAUSES HERE, SUCH AS WARRANTIES, LIQUIDATED DAMAGES ETC.]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS:

[INSERT LEGAL NAME OF CONTRACTOR]

Signature

By: _____

[Insert Name]

[Insert Title]

Print Name: _____

WITNESS:

HOWARD COUNTY, MARYLAND, a body corporate and politic

Lonnie R. Robbins
Chief Administrative Officer

By: _____

Ken Ulman
County Executive

APPROVED FOR LEGAL SUFFICIENCY
this _____ day of _____, 2010:

Margaret Ann Nolan
County Solicitor

APPROVED FOR SUFFICIENCY OF FUNDS:

Sharon Greisz
Director of Finance

INFORMATION TECHNOLOGY APPROVED:

DEPARTMENT APPROVED:

Ira Levy
Director of Information Technology
and Communication Services

By: _____
[Insert Dept. Head Name]
[Insert Title]

sample

ATTACHMENT A
SERVICES TO BE PERFORMED

The above are in addition to any other services set forth in the Bid.

sample

ATTACHMENT B

HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

Charter Section 901. Conflict of Interest.

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchases may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 24 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the county purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Code Section 22.204. Prohibited Conduct and Interests.

- (a) **Participation Prohibitions:** County official and employees subject to this subtitle shall not:

(1) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate on behalf of the county in any matter which would, to their knowledge, have a direct financial impact as distinguished from the public generally, on them, their spouse, parent, child, sibling or upon any business interest with which they are affiliated;

(2) Except as exempted by the county council pursuant to Section 901(b) of the Howard County Charter, hold or acquire an interest in a business entity that has or is negotiating a contract with the county or is regulated by the official or employee;

(3) Except in the exercise of an administrative or ministerial duty which does not affect the disposition or decision with respect to the matter, participate in any matter involving a business entity with which they, their spouse, parent, child or sibling are negotiating or have an arrangement concerning prospective employment.

- (b) **Employment Prohibitions:** Except as exempted by the county council pursuant to section 901(b) of the Howard County Charter when the employment or interest does not create an actual or apparent conflict of interest, officials and employees shall not:

- (1) Be employed by:

(i) Any entity subject to their official authority;

(ii) Any entity subject to the authority of the Howard County agency, board or commission with which they are affiliated;

(iii) Any entity which is negotiating or has entered into a contract with the Howard County agency, board or commission with which they are affiliated.

- (2) Represent any party for a fee, commission or other compensation before any county body;

(3) Within one (1) year following termination of county service, act as a compensated representative of another in connection with any specific matter in which they participated substantially as a county official or employee.

The employment provisions listed above do not apply to:

(1) An official or employee who is appointed to a regulatory or licensing authority pursuant to a requirement that persons subject to its jurisdiction be represented in appointments to it;

(2) Subject to other provisions of law, a member of a board or commission who publicly disclosed a financial interest or employment to the appointing authority at the time of appointment;

(3) Employees or officials whose duties are ministerial, provided that the private employment or financial interest does not create a conflict of interest or the appearance of such a conflict.

- (c) **Solicitation/Acceptance of Gifts or Compensation:** No employee or official shall solicit any gifts. No employee or official shall accept any gift or compensation, directly or indirectly from any person that he/she knows or has reason to know, has financial interests, distinguishable from the interest of the public, that would be affected by the actions of the employee or official.

(d) **Use of Prestige of Office:** No county officials or employees subject to this subtitle shall intentionally use the prestige of their office for their own gain or that of another. The performance of usual and customary constituent services without additional compensation does not constitute the use of prestige of office for an official or employee's private gain or that of another.

- (e) **Disclosure of Confidential Information:** Other than in the discharge of official duties, officials or employees may not disclose or use, for their own gain or that of another, confidential information acquired by reason of public position and which is not available to the public.

EXHIBIT II
HOWARD COUNTY CODE, SEC. 4.122A
WAGE REQUIREMENTS

Section 4.122A. Wage Requirements.

(a) **"Covered Employer"** defined. in this section, "Covered Employer" means a Contractor or subcontractor that is subject to this section.

(b) **Scope.**

(1) A County contract for procurement of contractual services shall require the Contractor and any subcontractor to comply with the wage requirements of this section.

(2) This section does not apply to:

(i) A Contractor who:

(1) Employs fewer than 5 employees when the Contractor submits a bid or proposal, and

(2) Does not employ 5 or more employees at any time the contract is in effect as a result of performing the contract;

(ii) A Contractor who, at the time a contract is signed:

(1) Has received less than \$100,000 from the County in the most recent 12-month period; and

(2) Will be entitled to receive less than \$100,000 from the County under that contract in the next 12-month period;

(iii) A County contract with a governmental entity;

(iv) A County contract with a nonprofit organization that has qualified for an exemption from Federal income taxes under section 501(c)(3) of the internal revenue code;

(v) A County contract awarded under § 4.110, 4.111, or 4.112 of this subtitle;

(vi) A County contract for electricity, telephone, cable television, water, sewer, or similar service delivered by a regulated public utility;

(vii) An employer to the extent that the employer is expressly precluded from complying with this section by the terms of any federal or state law, contract, or grant; and

(viii) A County contract entered into under cooperative procurement with another government or organization of governments.

(c) **Solicitation Requirements.**

(1) Each bid or proposal to provide contractual services shall specify how the covered employer will comply with the wage requirements of this section.

(2) To avoid the imposition of any requirement under this section, a covered employer shall not:

(i) Subdivide a contract;

(ii) Pay an employee through a third party; or

(iii) Treat an employee as a subcontractor or independent Contractor.

(d) **Health Insurance.** If a covered employer commits in its bid or proposal to provide health insurance to an employee who provides services to the County, the covered employer may:

(1) Certify in its bid or proposal the per-employee hourly cost of the employer's share of the premium for that insurance, and

(2) Reduce the wage paid under subsection (e) to an employee covered by the insurance by all or part of the per-employee hourly cost of the employer's share of the premium.

(e) **Wage Requirement.**

(1) A covered employer shall pay to each employee an hourly rate sufficient to at least equal 125% of the Federal Poverty Guidelines for a family of 4 individuals calculated on the basis of a 40-hour work week for 52 weeks.

(2) For purposes of this subsection, the Federal Poverty Guidelines are the most recent of those that are updated periodically in the Federal register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).

(3) The hourly rate shall be rounded to the nearest multiple of 5 cents.

(4) The wage rate calculated under this subsection shall be paid to an employee during the time the employee actually provides services to the County.

(f) **Exceptions to Wage Requirement.** The wage requirements of this section do not apply to an employee:

- (1) Who performs no measurable work related to any contract with the County;
- (2) Who participates in a government-operated or government-sponsored program that restricts the earnings of or wages paid to employees to a level below the wage required under this section;
- (3) Who participates for not longer than 120 days in a calendar year in a Government-Operated or Government-Sponsored Summer Youth Employment Program;
- (4) For whom a different wage rate is expressly set in a collective bargaining agreement; or
- (5) For whom a higher wage rate is required by a Federal, State, or County law.

(g) **Enforcement.**

- (1) The County purchasing agent shall require each covered employer to:
 - (i) Certify that the employer and any subcontractor will comply with this section;
 - (ii) Keep the records necessary to show compliance;
 - (iii) Submit the records to the purchasing agent on request of the purchasing agent; and
 - (iv) Publicize the requirements of this section to any employees who may be covered by this section.
- (2) The County purchasing agent shall enforce this section and investigate any complaint of a violation.
- (3) An employer shall not discharge or otherwise retaliate against an employee for asserting a right under this section or for filing a complaint of violation. Any retaliation is a violation of this section punishable under § 4.121 of this subtitle.
- (4) Each contract subject to this section:
 - (i) May specify that liquidated damages for noncompliance with this section include the amount of unpaid wages, with interest, and that the Contractor is jointly and severally liable for noncompliance by a subcontractor
 - (ii) Shall specify that an aggrieved employee, as a third-party beneficiary, may bring a civil action to:
 - (1) Enforce the payment of wages due under this section;
 - (2) Recover wages due under this section with interest; and
 - (3) Recover reasonable attorney's fees.

- (h) **Annual Report.** On or before September 1 of each year, the County purchasing agent shall report to the County Council and the County Executive on the operation of this section during the previous fiscal year.

**EXHIBIT III
SAMPLE INVOICE**

SAMPLE INVOICE

Your Company's Name

Address

[Email address](#)

Telephone/Fax Nos.

Mail Invoice To:

Howard County Government

Department/Office Name

Address (From the Purchase Order)

Address

Invoice No.:

Date:

FEIN:

Contract #: 44XXXXXXXX

Purchase Order #: 2XXXXXXXXX

Performance Period: __/__/10-__/__/10

(For Services)

Cont. Line #	PO Item #	Goods/Services Description	List Price	% Discount	Net Price	Quantity	Extended Price
Total Due Upon Receipt							

Payment Terms:

Please make check payable to **Your Company's Name** and remit payment to:

Your Company's Name

Address

Address

If you have any questions regarding this invoice, please contact

Your Company's Contact Person's Name at **Telephone No.** and **Email Address.**